

RESOLUTION NO. 2020-49

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF BISCAYNE PARK, FLORIDA, PROVIDING PERIODIC REPORTS OF TREE PLANTINGS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the Board of County Commissioners of Miami-Dade County ("County"), through Resolution No.R-475-18, directed the County Mayor or County Mayor's Designee to develop an interlocal agreement, to be entered into between the County and municipalities located within Miami-Dade County requiring that municipalities engaged in tree planting to provide periodic reports to the County (no less than annually), regarding their tree plantings, the purpose of which is to assist Neat Streets Miami in obtaining accurate and timely data from municipalities; and

WHEREAS, the Village Commission of the Village of Biscayne Park desires to assist the County and Neat Streets Miami in obtaining accurate and timely data from the Village concerning their tree planting activities; and

WHEREAS, the Village Commission of the Village of Biscayne Park hereby approves the Interlocal Agreement with Miami-Dade County, attached hereto as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, that:

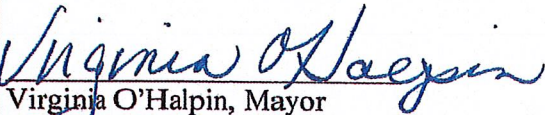
Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Village Commission approves the Interlocal Agreement between the Village of Biscayne Park, Florida and Miami-Dade County, in form and substance similar to that attached hereto as Exhibit 'A' for the provision of periodic reports of tree plantings.

Section 3. This Resolution shall be effective immediately upon its passage and adoption.

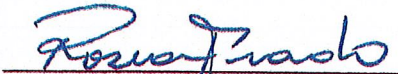
1 **PASSED AND ADOPTED** this 1st day of September, 2020

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3 The foregoing resolution upon being
4 put to a vote, the vote was as follows:

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6 Virginia O'Halpin, Mayor
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Mayor O'Halpin: Yes
Vice-Mayor Kennedy: Yes
Commissioner Ross: Yes
Commissioner Samaria: Yes
Commissioner Tudor: Yes

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11 Attest:

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14 Roseann Prado, Village Clerk
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19 **Approved as to form:**

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22 Edward A. Dion Village Attorney
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**Miami- Dade County
Parks, Recreation, and Open Spaces Department**

TREE PLANTING REPORTING AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into this 1st day of September, 2020, between Village of Biscayne Park (the “Municipality”) and Miami-Dade County (the “County”), hereinafter called the “County.”

Recitals

WHEREAS, the Board of County Commissioners of Miami-Dade County, through Resolution No. R-475-18, directed the County Mayor or County Mayor’s Designee to develop an interlocal agreement, to be entered into between the County and municipalities located within Miami-Dade County, for municipalities engaged in tree planting to provide periodic reports to the County regarding their tree plantings; and

WHEREAS, the purpose of the Resolution and this Agreement is to encourage municipalities located within Miami-Dade County to provide periodic reports to the County (no less than annually) regarding the number of trees planted within their municipality; and

WHEREAS, Neat Streets Miami is desirous of receiving accurate and timely data regarding tree plantings from municipalities; and

WHEREAS, this Board desires to assist Neat Streets Miami in obtaining accurate and timely data from municipalities; and

WHEREAS, the County and the Municipality desire to undertake such activities,

NOW THEREFORE, the County and Municipality agree as follows:

Terms and Conditions of Agreement

Municipality’s Responsibilities The Municipality shall be responsible for providing periodic reports to the County (no less than annually) regarding the number of trees planted within the municipality to include the number of trees planted and the species of the trees planted.

County’s Responsibilities The County shall be responsible for compiling and maintaining a listing of the number and species of trees planted by the Municipality, based upon the information provided by the Municipality, and will provide the Municipalities that participate in the reporting program an annual report on the number and species of trees planted in Miami-Dade County by the program participants.

(1) **Indemnification.** The Municipality shall indemnify and hold harmless the County its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Municipality or its employees, agents, servants, partners principal or subcontractors. The Municipality shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

The County shall indemnify and hold harmless the Municipality and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Municipality may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the County. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes.

(2) **Term and Termination.** The Agreement shall remain in effect for a three-year period. The County or Municipality may terminate this Agreement for any reason, including for its own convenience, by written notice, without any liability to either party. The County and Municipality may renew the Agreement for additional three-year periods upon mutual agreement of the parties.

(3) **Assignment.** This Agreement is non-transferrable and non-assignable in whole or in part without the written consent of the County and the Municipality.

(4) **Compliance with Laws.** The County and Municipality agree that each party shall, at all times, comply with all applicable local, state, and federal laws, ordinances, codes, statutes, and rules and regulations.

(5) **Authority of Signatories.** The undersigned executing this Agreement on behalf of the Municipality represents and warrants that he/she has authority to bind the Municipality under this Agreement.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed on the day and year first written above.

NAME OF MUNICIPALITY: Village of Biscayne Park

BY: 
Municipality Representative's Signature

DATE: September 01, 2020

PRINT NAME Roseann Prado

TITLE: Interim Village Manager

MIAMI-DADE COUNTY, FLORIDA

BY: _____
Mayor
Miami-Dade County

DATE: _____

LEGAL SUFFICIENCY: _____
County Attorney

DATE: _____